

The truth of the mattar in Controversie between the Parties aforesaid being by the Court here Seen herd and understood and Maturely deliberated It is Considered that whereas the Said John Fisher cannot Produce the Originall Bill of Exchange hee the Said Fisher take nothing by his Said Writt but be in mercy for his Falce Clammer and that the Said John Wight and Ann his Wife goe thereof without day etc. it is likewise Considered that the Said John Wight and Ann his wife recover against the Said John Fisher his dammages by Occation of the premisses to        pounds of Tobacco to the Said John Wight by discession of the Justices here att their request for their Cost and Charge in this behalfe Sustained according to the forme of the Statute: etc. by the Court here adjudget etc.

Joseph Jacson and Company Plaintiff: John Chappman Defendant

John Chappman Late of Prince Georges County Planter otherwise Called John Chappman of Prince Georges County in the Province of Maryland Planter was Summoned to answer unto Joseph Jackson and Company of London Merchants of a plea that he render unto them the full and just sume of two thousand two hundred twenty and four pounds of good Sound merchantable Leafe Tobacco in Caske Free from all manner of trash and Ground leave[s] which to them hee oweth and from them unjustly deteineth etc.

And whereupon the Said Joseph and Company by Joshua Cecell their attorney Saith that whereas the the Said John the thirteenth day of September in the year of our Lord 1698 att Charles Towne within the Jurisdiction of this Court by his certaine Bill Obligatory which the Said Joseph and Company with the Seal of the Said John Signed bringeth here into Court the Date whereof is the Day and year aforesaid did by his Said bill obligatory binde himselfe his heires Executors administrators to pay or Cause to be Paid unto the Said Joseph Jackson and Company of London Merchants the Full and Just Sume of two Thousand two hundred twenty and four pounds of good sound merchantable Leafe Tobacco in Caske free from all manner of trash and Ground leaves Convenient in the Said County by or upon the tenth day of October next Ensueing the Date of the Said bill Obligatory Notwithstanding which the Said John the Said Sume of 2224 pounds of Tobacco According to the tennor of the Said bill obligatory although often required the Same to the Said Joseph and Company hath not rendred but the Same to render to the Said Joseph and Company hath hitherto refused and Still doth refuse to the damage of the Said Joseph and Company of 4000 lbs. of Tobacco and thereof they bring their Suite. etc.

Pledges etc. John Doe, Richard Roe. Joshua Cecell.

Whereupon the Said John Chappman by James Cranford his Attorney comes and defends the force and Injury when etc. and Prayeth Lycence thereof to imparle here untill the next Court and it is Granted unto him the Same day is given to the Plaintiff likewise And now here att this day (to witt) the (28) day of March 1699 came here as well the Said Joseph Jackson and Company as the Said John Chappman by their attorneyes aforesaid and the Said Joseph Jackson and Company by their attorney aforesaid prayeth that the Said John to their Declaration aforesaid may answer.

Whereupon the Said John Chappman by his Attorney aforesaid cometh and Defendeth the force and Injury when etc. and Saith that he is not informed by the Said John Chapm[an] in the plea aforesaid and nothing more thereof Saith by which the Said Joseph Jackson and Company remaineth against the Said John Chappman without defence.